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MARVIN WILCHER and SHARISSE LANAUX

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AIRBORN OPERATING, L.P., a Texas
limited partnership,

Plaintiff,

vs.

ERIK-A ELECTRONICS., a California
corporation; TAYLOR ELECTRONICS,
INC., a business entity, form unknown;
SHARISSE LANAUX; SHARISSE
LANAUX; and DOES 1 through 10,

Defendants.

Case No. C 04-04996 JL ARB

STIPULATION REQUESTING AN ORDER
CHANGING & EXTENDING TIME TO
COMPLETE ADR NON-BINDING
ARBITRATION & [PROPOSED] ORDER

Judge: Hon. James Larson
Dept: Courtroom F, 15th Floor

1 Pursuant to Federal Rule of Civil Procedure 6(b) and Civil Local Rules 6-2 and 7-12,
2 Plaintiff AIRBORN OPERATING L.P. and Defendants SHARISSE LANAUX and MARVIN
3 WILCHER submit the following *Stipulation Requesting An Order Changing & Extending Time*
4 *To Complete ADR Non-Binding Arbitration*.

5 IT IS HEREBY STIPULATED by and between Plaintiff AIRBORN OPERATING L.P.
6 (“AirBorn”) and Defendants SHARISSE LANAUX (“Lanaux”) and MARVIN WILCHER
7 (“Wilcher”) by and through their respective attorneys of record in order to extend the time for all
8 non-defaulting parties to complete Court ordered non-binding Arbitration, as follows:

9 1. The underlying *Complaint for Damages (Demand for Jury Trial)* was filed on
10 November 24, 2004.

11 3. On June 8, 2005, Plaintiff AIRBORN OPERATING L.P. filed a motion to amend
12 its original complaint to join newly discovered additional parties Premier Capital Investors,
13 Premier Financial Associates, Ambassador Electronics, Summit Financial Resources, and
14 Charisse Lanaux. Such motion noticed a hearing date of July 20, 2005.

15 4. Because of court scheduling conflicts, the hearing on Plaintiff AIRBORN’s June 8,
16 2005 motion to amend its complaint was moved from July 20, 2005 to August 10, 2005 by
17 *Clerk’s Notice* dated June 27, 2005.

18 5. As no opposition was filed, on August 2, 2005, Judge Larson granted Plaintiff’s
19 motion to amend without the necessity of hearing.

20 6. The current ADR non-binding Arbitration deadline in the above captioned matter
21 is August 30, 2005 and Arbitration is currently scheduled for August 24- 25, 2005.

22 7. Under the current ADR order, the parties’ Arbitration briefs for the August 24,
23 2005 non-binding Arbitration are due on August 15, 2005.

24 8. The proposed new parties can not reasonably be served with the amended
25 complaint by August 15, 2005 and participation in Arbitration without all the interested or
26 necessary parties will not be effective or judicially efficient. Even if all proposed new parties
27 could be served, their respective responses to Plaintiff AIRBORN’s amended complaint would
28 not be due until after the current August 30, 2005 Arbitration completion date, approximately 40

1 to 50 days under FRCP 4(e), FRCP 12, and CCP § 415.10 et al (some parties which Plaintiff
2 seeks to add are out of state).

3 9. Because of the issues surrounding the various individual and business entity
4 defendants and various motions, 1) the parties have not yet participated in a case management
5 conference, 2) the parties' June 1, 2005 Joint Case Management Statement and Proposed Order
6 are out-dated; 3) no current case management order is in place, 4) the parties proposed discovery
7 plan has not been approved and ordered by the Court, and 5) as a result no formal discovery has
8 taken place.

9 10. A stipulation requesting an order changing time for completion of the ADR non-
10 binding Arbitration deadline is necessary because of calendaring, case management, and
11 discovery issues detailed in Paragraphs 1-9 of this stipulation.

12 11. The undersigned Plaintiff and Defendants do freely stipulate to complete Court
13 ordered non-binding Arbitration before January 31, 2006.

14 12. The undersigned Plaintiff and Defendants do freely stipulate to participate in Court
15 ordered non-binding Arbitration on December 14-15, 2005.

16 13. The undersigned Plaintiff and Defendants do freely stipulate to December 7-8,
17 2005 and January 18-19, 2006 as alternative dates for participation in Court ordered non-binding
18 Arbitration.

19 14. The undersigned Plaintiff and Defendants do freely stipulate that Arbitration
20 Briefs shall be submitted 10 calendar days before the date of the Court ordered non-binding
21 Arbitration.

22 15. This stipulation to request an extension of time for all non-defaulting parties to
23 complete Court ordered non-binding Arbitration shall have no other effect on the continued
24 prosecution of this matter.

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1 Dated: August 8, 2005

BRETT PEDERSEN & ASSOCIATES

2 By: /s/ Brett A. Pedersen
3 Brett A. Pedersen

4 Attorneys for Plaintiff
5 AIRBORN OPERATING, L.P.

6 Dated: August 8, 2005

VAUGHT & BOUTRIS, LLP

8 By: /s/ Jon R. Vaught
9 Jon R. Vaught

10 Attorneys for Defendants
11 MARVIN WILCHER and SHARISSE
12 LANAUX.

13 ORDER

14 Upon consideration of the attached stipulation, it is ORDERED, that the said stipulation
15 be and hereby is approved and that the time for all non-defaulting parties to complete Court
16 ordered non-binding Arbitration is hereby extended to and including the day of January 31, 2006.

17 PURSUANT TO STIPULATION, IT IS SO ORDERED.

18 Dated: August 12, 2005

